

## VACATION AGREEMENT

This Vacation Agreement made this 6th day of June 1945, by and between the participating carriers listed in Exhibits "A", "B" and "C", as shown in appendix of the Emergency Board's report, dated September 25, 1943, and the railroad labor organizations signatory hereto, acting for the employees shown and described in said exhibits as being represented by them, WITNESSETH:

IT IS HEREBY AGREED:

Section 1 (a) - Effective July 1, 1945, each employee subject to the scope of schedule agreements held by the organizations signatory hereto, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

(NOTE: In Dining Car Service - each eight hours paid for shall be considered the equivalent of one basic day.)

Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation.

(b) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

Section 2 - Employees qualified under Section 1 hereof shall receive a vacation of seven days per year and shall be paid with respect thereto as follows:

(a) - An employee having a regular assignment (including pool and chain gang service) will be paid while on vacation the compensation he would have earned during the seven-day vacation period had he continued at work.

(b) - An extra employee will be paid an amount equivalent to his total earnings in the last seven consecutive days immediately preceding the date when he is scheduled to

begin his vacation; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

(c) - A furloughed man shall be paid an amount equivalent to his earnings for the last seven day period ending with the last day on which he worked; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7 (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year and vacation pay allowed accordingly.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - No vacation with pay, or payment in lieu thereof, will be due an employee whose employment relation with a carrier has terminated prior to the scheduled vacation period as provided in Section 6, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees, signatories to the Vacation Agreement of May 17, 1944, with the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Switchmen's Union of North America, and the Vacation Agreement of September 1, 1944, with the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier, party hereto, and its railroad employees represented by the respective organizations, signatory hereto, and supersedes the Vacation Agreement of May 17, 1944, with the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Switchmen's Union of North America, and the Vacation Agreement of September 1, 1944, with the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen.

Section 12 - This vacation agreement shall continue until proclamation by the President of the United States or Declaration by the Congress of the cessation of hostilities and thereafter,

except that this agreement arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated or thereafter to seek a change therein in accordance with the Railway Labor Act, as amended.

Section 13 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

SIGNED AT NEW YORK, N. Y., THIS 6th DAY OF JUNE, 1945.

For the participating carriers  
listed in Exhibit "A":

WM. JEFFERS

J. D. FARRINGTON

For the participating carriers  
listed in Exhibit "B":

R. W. BROWN

WM. WHITE

For the participating carriers  
listed in Exhibit "C":

J. B. HILL

W. J. JENKS

For the employees represented by  
the participating labor organiza-  
tions:

Brotherhood of Locomotive Engineers

By A. JOHNSTON  
Grand Chief Engineer

Brotherhood of Locomotive Firemen  
and Enginemen

By C. J. GOFF  
Assistant President

Order of Railway Conductors

By H. W. FRASER  
President

Brotherhood of Railroad Trainmen

By A. F. WHITNEY  
President

Switchmen's Union of North America

By T. C. CASHEN  
President.